

JUDGE MARRERO

BADIAK & WILL, LLP  
Attorneys for Plaintiff  
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Our Refs. : 07-E-013-JK.

10 CIV 0105

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

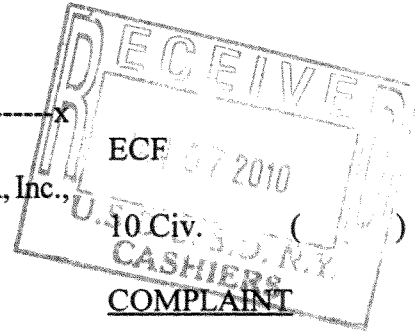
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SIACI SAINT HONORE a/s/o Moet Hennessey USA, Inc.,

Plaintiff,

- against -

YANG MING MARINE TRANSPORT CORP.,

Defendant.  
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Plaintiff, SIACI SAINT HONORE a/s/o Moet Hennessey USA, Inc., by their attorneys, Badiak, & Will, LLP, as and for their Complaint herein against the defendant, alleges upon information and belief as follows:

1. All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

2. Plaintiff, SIACI SAINT HONORE (hereinafter referred to as "SIACI"), is and was at all times hereinafter mentioned a corporation organized and existing under and by virtue of the laws of a foreign state and provided all-risk cargo insurance for the subject shipment

hereinafter described, and maintained an office and place of business at 18, Rue de Courcelles, 75384 PARIS CEDEX 08, France.

3. Plaintiff SIACI has paid the consignee and owner of the shipment mentioned hereinafter pursuant to a marine cargo insurance policy herein before described and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action. The shipper and consignee hereinafter mentioned have performed all conditions required on their part to be performed with respect to the subject shipment.

4. Defendant, YANG MING MARINE TRANSPORT CORP. (hereinafter "YANG MING"), is and was a corporation organized and existing under and by virtue of the laws of a foreign state with an office and place of business c/o Yang Ming (America) Corp., 525 Washington Boulevard, 25<sup>th</sup> Floor, Jersey City, New Jersey 07310, and is and was at all times hereinafter mentioned, a common carrier by water for hire and owned, chartered, managed and/or otherwise controlled or contracted to use the M.V. FEI YUN HE as a general vessel engaged in the common carriage of merchandise by water for hire between, among others, the ports of Genoa, Italy, and New York, New York.

5. On or before July 31, 2006, there was shipped by Livio Felluga S.r.L, as shipper, and delivered to YANG MING and the M.V. FEI YUN HE, at Genoa, Italy, as common carriers, a shipment consisting of One Thousand Four Hundred (1,400) cases of wine stowed within an ocean shipping container numbered YMLU5206472, said shipment then being in good order and

condition, and defendant then and there accepted the said shipment so shipped and delivered to them and, in consideration of certain freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to New York, New York, and there deliver same in like good order and condition as when shipped, delivered to and received by them, to Moët Hennessy USA, Inc., the consignee and the plaintiff's assured, all in accordance with a bill of lading issued by or on behalf of the aforementioned vessel and defendant YANG MING numbered YMLUT600031478, dated on or about July 31, 2006.

6. Thereafter the defendant made delivery of the aforementioned shipment ex the vessel FEI YUN HE, but not in like good order, condition or quantity as when shipped, delivered to and received by them but, to the contrary, with serious damage, shortage and impaired in value, all in violation of the defendant's obligations and duties as a common carrier of merchandise by water for hire.

7. By reason of the foregoing premises, plaintiff has sustained damage, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$96,247.54.

WHEREFORE, plaintiff prays:

1. That process in due form of law may issue against defendant citing it to appear and answer all and singular the matters aforesaid;
2. That if defendant cannot be found within this District then all of their property within this District be attached in the sum of \$96,247.54, with interest thereon and costs, the sum sued for in this Complaint;

3. That judgment may be entered in favor of plaintiff SIACI SAINT HONORE and against defendant YANG MING MARINE TRANSPORT CORP., for the total amount of plaintiff's damages, \$96,247.54, together with interest and costs and the disbursements of this action; and

4. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
January 4, 2010

BADIAK & WILL, LLP  
Attorneys for Plaintiff,  
SIACI SAINT HONORE

By: 

JAMES P. KRAUZLIS (JK-4972)